

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-51168777320633

अनुबंध तिथि | Generated Date : 06-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3374153](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Heavy Industries and Public Enterprises विभाग   Department : Department of Heavy Industry संगठन का नाम   Organisation Name : Bharat Heavy Electricals Limited (BHEL) कार्यालय क्षेत्र   Office Zone: HEP Bhopal	पद   Designation : 352MGR01 संपर्क नंबर   Contact No. : 0755-2503235- ईमेल आईडी   Email ID : buyer1658.bhelb.mp@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Sr. DGM वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Manager	भुगतान का तरीका   Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : DGM ईमेल आईडी   Email ID : pao107.bhelb.mp@gembuyer.in जीएसटीआईएन   GSTIN : 23AAACB4146P1ZN पता   Address: BHARAT HEAVY ELECTRICAL LTD, PIPLANI, Bhopal, MADHYA PRADESH-462022, India भुगतान समयसीमा   Payment Timelines: Payments shall be made to the seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	OBA1190000753890
कंपनी का नाम   Company Name :	ELECTRONET EQUIPMENTS PRIVATE LIMITED
संपर्क नंबर   Contact No. :	09607458041
ईमेल आईडी   Email ID :	marketing@electronet.co.in
पता   Address :	PLOT NO 84, 85, 86, TINY INDUSTRIAL ESTATE, KHADI MACHINE CHOWK, KONDHAWA BR, Pune, MAHARASHTRA-411048, -
एमआईआई स्थिति   MII Status :	True
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MH-26-0020336
एमएसएमई सामाजिक श्रेणी   MSE Social Category :	General
एमएसएमई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	27AABCE2486N1Z8

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Electromagnetic Flow Meter ब्रांड   Brand : Electronet ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Electromagnetic Flow Meter (Q3) मॉडल   Model: ELMAG-200 एचएसएन कोड   HSN Code: 90261010	3	set	108,922	NA	326,766
2	उत्पाद का नाम   Product Name : Electromagnetic Flow Meter ब्रांड   Brand : Electronet ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Electromagnetic Flow Meter (Q3) मॉडल   Model: ELMAG-200 एचएसएन कोड   HSN Code: 90261010	2	set	49,171	NA	98,342
	उत्पाद का नाम   Product Name : Electromagnetic Flow Meter ब्रांड   Brand : Electronet					

3	<b>ब्रांड प्रकार   Brand Type :</b> Registered Brand <b>कैटलॉग की स्थिति   Catalogue Status :</b> Catalogue not verified by OEM <b>कैसे बेचा जा रहा है   Selling As :</b> OEM verified Reseller <b>श्रेणी का नाम और चतुर्थांश   Category Name &amp; Quadrant :</b> Electromagnetic Flow Meter (Q3) <b>मॉडल   Model:</b> ELMAG-200 <b>एचएसएन कोड   HSN Code:</b> 90261010	3	set	35,281	NA	105,843
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कुल ऑर्डर मूल्य   Total Order Value (in INR)	530,951
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**परोषिती विवरण | Consignee Detail**

क्र.सं.   S.No	परोषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : con502.bhelb.mp@gembuyer.in संपर्क   Contact : 0755-2502670- जीएसटीआईएन   GSTIN :- पता   Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India	Electromagnetic Flow Meter	-	3	06-Feb-2024	30-Apr-2024
		Electromagnetic Flow Meter	-	2	06-Feb-2024	30-Apr-2024
		Electromagnetic Flow Meter	-	3	06-Feb-2024	30-Apr-2024

**Product Specification for Electromagnetic Flow Meter**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	<a href="http://mkp.gem.gov.in/catalog_data/catalog_support_document/67/65/607/CatalogAttrs/SpecificationDocument/2023/5/10/2023_05_10_16_47_20_catalogue-elmag200_2023-05-10-16-47-24_4c2316fa7ddee557ad520b0c9e103e24.pdf">mkp.gem.gov.in/catalog_data/catalog_support_document/67/65/607/CatalogAttrs/SpecificationDocument/2023/5/10/2023_05_10_16_47_20_catalogue-elmag200_2023-05-10-16-47-24_4c2316fa7ddee557ad520b0c9e103e24.pdf</a>
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	<a href="http://mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10199803/54/78/703/CatalogAttrs/SpecificationDocument/2023/4/20/specification_2023-04-20-20-00-13_17f4d6031b9e42484741681379907745.pdf">mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10199803/54/78/703/CatalogAttrs/SpecificationDocument/2023/4/20/specification_2023-04-20-20-00-13_17f4d6031b9e42484741681379907745.pdf</a>
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**Product Specification for Electromagnetic Flow Meter**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	<a href="http://mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10199803/54/78/703/CatalogAttrs/SpecificationDocument/2023/4/20/specification_2023-04-20-20-37-17_b97562341b5a5377d59c082aed2a8f8b.pdf">mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10199803/54/78/703/CatalogAttrs/SpecificationDocument/2023/4/20/specification_2023-04-20-20-37-17_b97562341b5a5377d59c082aed2a8f8b.pdf</a>
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**Product Specification for Electromagnetic Flow Meter**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	<a href="http://mkp.gem.gov.in/catalog_data/catalog_support_document/67/65/607/CatalogAttrs/SpecificationDocument/2023/5/10/2023_05_10_16_53_45_catalogue-elmag200_2023-05-10-16-53-">mkp.gem.gov.in/catalog_data/catalog_support_document/67/65/607/CatalogAttrs/SpecificationDocument/2023/5/10/2023_05_10_16_53_45_catalogue-elmag200_2023-05-10-16-53-</a>
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## खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/10199803/54/78/703/CatalogAttrs/SpecificationDocument/2023/4/20/specification\_2023-04-20-20-39-35\_f9552aa5a1b32407664d69dcc8368c29.pdf

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

NA

## नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2.2 Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 2.3 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

#### 2.4 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 2.5 Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 2.6 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 2.7 Scope of Supply.

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 2.8 Purchase Preference (Centre).

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

#### 2.9 Purchase Preference (Centre).

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 2.10 Purchase Preference (Centre).

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 2.11 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

TUV/Intertek

Post Receipt Inspection at consignee site before acceptance of stores:  
BHEL Bhopal

#### 2.12 Inspection:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 2.13 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 2.14 Certificates:

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### 2.15 Certificates:

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 2.16 Warranty:

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 2.17 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. *Prices must be submitted inclusive of freight & insurance and GST as per GeM provision.*
2. *Delivery period asked shall be maximum delivery of all items. However early delivery of partial items shall be acceptable.*
3. *PQR shall be as per BHEL PQR only.*
4. *Inspection shall be carried out by BHEL appointed TPIA or BHEL and Customer*
5. *Delivery period shall be 84 days from the date of document approval. Document submission period shall be 4 weeks from the date of GeM Po and resubmission period shall be 1 week.*
6. *Make in India certificate must be submitted as per attached format issued by OEM (In case of trader/Authorize distributor/Agent).*
7. *Payment Terms: 100% of supply payment within 90 days from the date of receipt & acceptance of material. 45 days in case of MSE vendor who apply MSE benefit through GeM Portal with proper documents only. Agents and trading enterprises are not covered under the definition of MSES and should not be allowed any benefits under public procurement policy. Public procurement policy is meant for procurement of goods produced and services rendered by MSE and not meant for trading activity by them.*
8. *If OEM and their trader/Authorised agent both will quote, offer of OEM only shall be considered. Multiple trader/Authorised agent/dealer for one OEM shall not be acceptable.*
9. *List of Customer approved vendors is enclosed along with bid. Offers of other vendors shall be sent for Customer approval inline with annexure-3. The offer shall be rejected for non-customer approved Vendors and price bid will not be opened. Price bid shall be opened of customer approved vendor **only***

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.